

GENERAL TERMS AND CONDITIONS OF SERVICES YOGANIDA BY MALAHA BV

ARTICLE 1: DEFINITIONS

Agreement: means the agreement between MALAHA BV and its Customer in relation to the Services.

Code of Conduct: means the code of conduct of MALAHA BV for the Participants, in order to guide them in their practice of yoga with MALAHA BV.

Corporate class(es): means a yoga class provided to the employees of a company. In that case, the Customer is the company and the End-users are the employees of the company.

Customer: means the client of MALAHA BV under the Agreement and the GTC. The Customer may be the End-user, but not compulsorily.

End-user(s): means the final beneficiary of the Services. The End-user is not necessarily the Customer. For example, the End-user may also be an employee or a client of the Customer as well.

Group class(es): means a yoga class provided to more than one Participant.

GTC: means these general terms and conditions of Services provided by MALAHA BV to its Customer under the Agreement.

MALAHA BV: means the provider of Services under the GTC and the Agreement.

Participant(s): means the person who attends the Services. The Participant is either the Customer or the End-user.

Party: means individually MALAHA BV or the Customer.

Pregnancy yoga class(es): means a yoga class provided to pregnant or nursing women.

Private class(es): means a yoga class provided to a single Participant.

Proposal: means, if applicable, MALAHA BV's proposal to the Customer with regards to the Services, including in particular detailed information about the nature of the Services and their price. The Proposal is part of the Agreement, along with the GTC.

Retreat(s): means a yoga retreat organized by MALAHA BV.

Semi-private class(es): means a yoga class provided to more than one Participant in a semi-private context (e.g. family members, friends, etc.)

Service(s): means the service(s) referred to on the Website, a Web Platform, a booklet, leaflet, etc. The Services are detailed in the Proposal if need be and provided by MALAHA BV to its Customer and/or the End-user under the Agreement and the GTC.

Studio: yoga studio named Yoganida, a registered trademark of MALAHA BV, located at Nieuwezijds Voorburgwal 120 sous, 1012 SH Amsterdam where MALAHA BV usually provides its Services from.

Subscription(s): limited or unlimited yoga subscription(s), that can be purchased online on the Website or on-site at the Studio, under conditions detailed on the Website.

Teacher training(s): means a yoga teacher training course provided by MALAHA BV.

Teacher trainings are personal and non-transferable.

Web Platform: means any web platform or applications used by MALAHA BV to promote and/or organize its Services, e.g. but not exclusively the Eventbrite platform, social media accounts such as Yoganida's Instagram account or Facebook page, etc.

Website: means MALAHA BV's website available at www.yoganida.com.

Workshop(s): means a yoga workshop or special event organized by MALAHA BV, that can be purchased online on the Website or on-site at the Studio.

ARTICLE 2: APPLICABILITY OF THE GTC

The GTC apply exclusively to the Agreement(s) and to any offer, quotation, Proposal or Service from MALAHA BV, whether organized through a Web Platform or not. Any other document from the Customer (e.g. without limitation, general terms and conditions of the Customer, etc.) shall be deemed not applicable.

MALAHA BV shall be entitled to amend the GTC from time to time.

The latest version of the GTC is available on the Website for consultation, downloading and printing for the Customer and/or the End-user's record or any other party. It can be requested by email at the following address: info@yoganida.com.

ARTICLE 3: FORMATION OF THE AGREEMENT

The Agreement between MALAHA BV and the Customer is formed once the Customer has signed up for MALAHA BV's Services online on the Website, through Web Platforms, on-site at the Studio, or by email or phone, or approved its Proposal if

applicable by email to info@yoganida.com. The GTC are a fully integrated part of the Agreement.

ARTICLE 4: SERVICES

MALAHA BV provides, within The Netherlands and abroad and on a best-effort basis, directly at the Studio or in partnership with other yoga studios, sports gym or companies, Services such as yoga Private classes, Group classes, Semi-private classes, Pregnancy yoga classes, Corporate classes. MALAHA BV offers yoga Subscriptions as well and organizes Workshops, Retreats, and Teacher trainings.

ARTICLE 5: TERM AND TERMINATION

The term of the Agreement is specified on MALAHA BV's Proposal, the Website, a Web Platform, its leaflet, booklet etc.

In case of non-performance under the Agreement or the GTC, the complaining Party shall request in writing from the non-performing Party compliance with its obligations within a 30 (thirty) calendar days' notice period. In case of inaction from the non-performing Party within this period, the complaining Party shall be entitled to terminate the Agreement immediately by written and without further notice period, without prejudice to Article 7 of the GTC and without prejudice to any further liabilities.

Inappropriate behaviour from the Customer and/or the End-user, such as but not limited to sexual behaviour, even just suggestive, towards the yoga teacher, a Participant or generally speaking any party involved in or during the Services, is considered under the Agreement as a gross misconduct, entitling MALAHA BV to terminate immediately the Agreement, without prejudice to Article 7 of the GTC and without prejudice to any further liabilities.

To the extent allowed by the applicable law under Article 20 of the GTC, MALAHA BV is entitled to terminate the Agreement in case of bankruptcy of the Customer, or admission of the Customer to a statutory scheme of debt restructuring or insolvency (e.g. but not limited to judicial settlement, liquidation, etc.).

ARTICLE 6: PROPOSAL AND PRICES

Unless otherwise specified, a Proposal is valid for 30 (thirty) calendar days from the day it was sent to the Customer by MALAHA BV.

The valid prices of the Services, including any expenses if any, are stated on MALAHA BV's Proposal, on the Website, any Web Platform, leaflet, booklet, etc. from MALAHA BV, and are increased by the applicable VAT if need be.

Prices may be amended by MALAHA BV in which case statements will be placed on the Website, a Web Platform and/or announcement will be made by email.

For some Services such as Retreats or Teacher trainings, an early bird rate may apply if specified on the Website. This reduced rate applies until the date specified on the Website and/or if the amount of early birds' spots has already been reached. After this date or as soon as early birds' tickets have sold out, the normal rate, which is also specified on the Website, shall apply without exception.

In case of additional Services requested by the Customer, an additional Proposal if need be with relevant financial conditions shall be sent to the Customer for approval according to Article 3 of the GTC.

ARTICLE 7: PAYMENT

Unless otherwise stated in the Proposal, the prices of the Services shall be paid and received before the performance of the Services, upon invoicing if need be from MALAHA BV.

For Retreats, the Customer shall pay 30 (thirty) percent of the price within 5 (five) working days from signing up for the Services in order to secure its seat, and at least 60 (sixty) calendar days before the scheduled Retreat. The balance must be paid 30 calendar days before the scheduled Retreat at the latest. Any delay in paying this balance shall entitle MALAHA BV to the payment of additional administrative costs of 50 (fifty) euros, without prejudice to the statutory interests according to this provision.

For Teacher trainings, any delay in paying the total amount before the starting date of the Services shall entitle MALAHA BV to the payment of an administrative fee of 50 (fifty) euros and shall increase the total amount of the Teacher training by 10 (ten) percent, without prejudice to the statutory interests according to this provision. A payment plan may be possible and shall be specified on the Website if any.

MALAHA BV is entitled to withhold the performance of the Services under the Agreement until the payment has been made according to this provision.

If the Customer fails to pay on time for the Services, MALAHA BV reserves the right to charge statutory interests compounded to the extent allowed by the applicable law under Article 20 of the GTC.

Payment for online Services, on-site sales and on-site snacks are furthermore described respectively in Articles 11, 12 and 13 of the GTC.

ARTICLE 8: CANCELLATION

MALAHA BV shall reserve the right to cancel Services in case of absence of a class instructor and if there is no possibility of an appropriate replacement. In such case, MALAHA BV shall inform the Customer as soon as possible and will refund the Customer for the only Services that were canceled.

In case there are not enough Participants according to MALAHA BV, MALAHA BV shall reserve the right to cancel the Services by informing the Customer beforehand in writing with a prior notice period of:

- 2 (two) hours for Group classes,
- 2 (two) calendar days for Workshop,
- 7 (seven) calendar days for Retreats,
- and 7 (seven) calendar days for Teacher trainings.

In these cases, MALAHA BV shall refund the Customer for the only Services already paid and canceled.

The Participant shall be able to cancel for free his/her participation to a Group class, with a 6 (six) hours prior notice. The class shall then be postponed subject to availabilities. If not canceled within this time, the Customer shall be charged in full without possibility of postponing.

The Participant shall be able to cancel for free his/her participation to a Private class or a Semi-private Class, with a 24 (twenty-four) hours prior notice. The class shall then be postponed subject to availabilities. If not canceled within this time, the Customer will be charged in full without possibility of postponing.

The Customer shall be able to cancel for free his/her participation to a Corporate class, with a 48 (forty-eight) hours prior notice. The class shall then be postponed subject to availabilities. If not canceled within this time, the Customer will be

charged in full without possibility of postponing.

The Participant shall be able to cancel his/her participation to a Workshop by email to info@yoganida.com. Until 1 (one) month before the scheduled date of the Workshop, the cancellation will be free of charge. In between 1 (one) month and 2 (two) weeks before the scheduled date of the Workshop, the registration fee will be refunded, except for a 15 (fifteen) euros' administrative fee. If not canceled within this time, the Customer will be charged in full.

The Participant shall be able to cancel his/her participation to a Retreat by email to info@yoganida.com. Until 3 (three) months before the scheduled date of the Retreat, the cancellation will be free of charge. In between 3 (three) months and two (2) months before the scheduled date of the Retreat, 20 (twenty) percent of the total amount will be charged. In between 2 (two) months and 1 (one) month before the scheduled date of the Retreat, 50 (fifty) percent of the total amount will be charged. If canceled less than 1 (one) month before the scheduled date of the Retreat, the Customer will be charged in full. There will be no refund if it turns out at the location of the Retreat that the Participant cannot participate in the Retreat for whatever reason.

The Participant shall be able to cancel his/her participation to a Teacher training by email to info@yoganida.com. Until 2 (two) months before the scheduled date of the Teacher training, a cancellation fee of 100 (hundred) euros will be charged. In between 2 (two) months and 1 (one) month before the scheduled date of the Teacher training, 25 (twenty-five) percent of the total amount will be charged. In between 1 (one) month and 8 (eight) calendar days before the scheduled date of the Teacher training, 50 (fifty) percent of the total amount will be

charged. If canceled less than 8 (eight) calendar days before the scheduled date of the Teacher training, the Customer will be charged in full.

A non-refundable deposit to secure the Customer's spot may be asked for Teacher trainings. In case of cancellation of a Teacher training according to the subparagraph above, the amount charged accordingly to the Customer will be decreased by the amount of the non-refundable deposit already paid if any.

Any expenses incurred by the Customer and/or End-user for the Services or in order to attend the Services (e.g. but not limited to travel costs, etc.) shall be borne exclusively by the Customer and/or End-user.

For any other case, there shall be no refund of the Services, in particular in case of absence of a Participant during the Services, whatever the reason.

ARTICLE 9: INFORMATION / COOPERATION

The Customer shall inform the End-user of any of its obligations under the Agreement and/or the GTC as the case may be.

The Customer and/or the End-user shall inform MALAHA BV immediately of any fact or circumstance that may be of importance for and/or affect the performance of the Services.

The Customer and/or the End-User shall provide in a timely manner all the correct and complete information and documents requested by MALAHA BV for the performance of the Services. In particular, the Participant shall, prior to the Services, provide MALAHA BV with a medical certificate attesting its ability to attend the Services, and always inform MALAHA BV

about prior or existing injuries or conditions, e.g. but not limited to surgery, incapacity, pregnancy, chronic disease, etc.

MALAHA BV shall reserve the right to not provide Services to a Participant that is suffering from a specific condition or within a specific situation (e.g. certain complications related to pregnancy which may make the Services provided by MALAHA BV potentially harmful or not recommended). These specific conditions and situations shall be communicated in the timeframes referred to in the Code of Conduct, otherwise the Services not provided shall not be refunded.

For Workshops and Teacher trainings, the latest schedule is always published on the Website. MALAHA BV reserves the right to modify this schedule at any given time. Possible amendments will be communicated on the Website, and/or via email and/or by phone (and/or during the course of the training in case of Teacher Trainings).

Although MALAHA BV strives to only provide correct information on the Website or any other communication tool, MALAHA BV shall not be liable for any inaccuracy and no rights can be derived therefrom.

MALAHA BV's privacy policy is available on the Website, in order to inform any involved party on the use made from the personal data collected.

ARTICLE 10: USE OF MATERIAL/ EQUIPMENT OR PREMISES

MALAHA BV may make available its own material/equipment or premises or the material/equipment or premises of a third party for the use of the Participant as part of the performance of the Services

In that case, this material/equipment or premises, that always remain the property of MALAHA BV or of the relevant third party, shall be deemed under the care and custody of the Participant, and shall be fully returned to MALAHA BV at the end of the Service without damage. The Participant is not allowed to keep any material/equipment outside the Services.

In case this material/equipment or premises has suffered any damage, the Customer should to MALAHA BV's choice, either replace it with another equivalent material/equipment if possible or reimburse its catalogue value to MALAHA BV or pay for the repair costs.

ARTICLE 11: ONLINE SERVICES

MALAHA BV offers the possibility to purchase Services online. The detail of these Services is available on the Website or a Web Platform, including their price, content, duration, conditions of use, etc.

If the Customer wants to purchase such Service online, he can do so from the Website or Web Platform. From the Service's details page, he can, with or without creating a customer account, add the Subscription to its basket, then click on order and follow through with the instructions. The Customer will have to fill in some details, such as his name, email address etc. so that MALAHA BV can process the order correctly.

Before paying, the Customer will be able to verify and correct the order and the information filled. The Customer will be able to read the GTC and will have to agree with the GTC in order to complete the order, by actively ticking a box specially provided to that purpose.

The Customer shall then pay the order with the secure payment methods detailed on

the Website or the Web Platform (bank card, Paypal etc.). The order shall then be delivered within 2 (two) working days at the email address indicated by the Customer.

In case the Customer realizes in between that the information filled is wrong, he can directly contact MALAHA BV by email to info@yoganida.com.

Once received, the Customer shall check the conformity of its order and send an email to info@yoganida.com within 5 (five) working days in case of any issue, so that he is able to enjoy its subscription as soon as possible.

The customer is entitled, without any reason, to withdraw its online order within 14 (fourteen) calendar days of the email delivering the confirmation of the online Service ordered, in case he has not used the Service in between. If the Customer has fully used or just started to use the Service within this time, he expressly agrees to and acknowledges the revocation of this withdrawal right. To that purpose, the Customer shall actively tick a box specially provided to that effect on the order page, before paying for the Service.

ARTICLE 12: ON-SITE SALES

MALAHA BV offers the possibility to purchase at the Studio yoga related items such as clothes, accessories, cosmetics and body care, etc.

These items are quality products sourced directly by MALAHA BV through its partners, to bring the best service to its Customers. MALAHA BV is not the manufacturer of these items.

It is the responsibility of the Customer to check the adequation of the item with its particular needs. Especially, MALAHA BV shall not be liable in case of any allergy

caused by the item to the Customer or the user of the item generally speaking.

If the Customer wishes to purchase such item, he shall directly pay MALAHA BV at the Studio. Unless otherwise stated on the receipt or displayed at the Studio, MALAHA BV follows a 7 (seven) calendar days refund policy from the date of the purchase, provided the items are returned with their original receipt, in their initial state and unopened package, without being used or worn in any way.

ARTICLE 13: ON-SITE SNACKS

MALAHA BV offers the possibility to purchase at the Studio snacks and beverages, to bring the best service to its Customers.

While the snacks are with the utmost care, it is the responsibility of the Customer to check first whether those are suitable to its diet and/or health conditions if any. In particular, MALAHA BV shall never be liable in case of any food allergy, etc. further to a snack consumption.

ARTICLE 14: CODE OF CONDUCT

The Customer and/or the End-user agrees to comply with MALAHA BV's Code of Conduct.

The Code of Conduct is available on the Website and/or a Web Platform or provided by MALAHA BV to the Customer otherwise. The Customer can also request it by email at the following address: info@yoganida.com. The Customer shall inform the End-users about this obligation and shall provide them with the Code of Conduct prior to the Services.

ARTICLE 15: FORCE MAJEURE

MALAHA BV shall be excused, without any liabilities, including under Article 17 of the GTC, from any performance of the Services, for any period of time, in whole or in part, in case of a force majeure event, such as illness, accident, power cut, adverse or severe weather conditions, fire, flood, earthquake, elements of nature, civil disorders, etc.

If MALAHA BV is prevented from or delayed in performing any of its Services by a force majeure event, MALAHA BV shall promptly notify the Customer as soon as possible by telephone, to be confirmed in writing within 14 (fourteen) calendar days, of the occurrence of the force majeure event, and state, in reasonable detail, the Services which are thereby delayed or prevented.

ARTICLE 16: COMPLAINT

If a Participant has any complaint regarding the Services under the Agreement, he shall immediately contact MALAHA BV at info@yoganida.com, with a description of the complaint and all the relevant details, in order for MALAHA BV to be able to respond adequately, without prejudice to Article 7 of the GTC.

ARTICLE 17: LIABILITY

MALAHA BV shall provide the Services under the Agreement and the GTC on a best-effort basis.

To the extent allowed by the applicable law under Article 20 of the GTC, the total liability of MALAHA BV under the Agreement and the GTC shall be limited, all damages included, to twice the total amount excluding taxes actually paid by the Customer to MALAHA BV under the Agreement, with a maximum of 5.000 (five thousand) euros.

To the extent allowed by the applicable law under Article 20 of the GTC, in no circumstances shall MALAHA BV be liable for any indirect and/or immaterial and/or future damages, such as but not limited to, consequential loss or damage, indirect loss, forgone profits, missed savings, loss of opportunity, emotional harm, etc.

MALAHA BV shall not be liable due to incompleteness or incorrectness of any information or document provided by the Customer and/or the End-user.

Especially for Retreats, it is up to the Customer and/or the End-user to obtain all necessary travel documents such as visa, vaccine certificate, etc, as well as travel insurance.

MALAHA BV shall not be liable for any injury that a Participant may suffer further to the Services, even activities other than yoga scheduled during Retreats for example, the attendance to the Services and the practice of yoga being at their own risk. It is the responsibility of the Participant to check its ability to attend the Services and to never go beyond these abilities, listen to its own pace and body, and never attend the Services when ill or unwell.

MALAHA BV shall not be liable for any loss of personal belongings, such as but not limited to valuable items (mobile phones, watches, jewelry, etc.), clothes, toiletries, etc. It is the Participant's responsibility to take care of its own personal belongings.

ARTICLE 18: INSURANCE

Each Party declares that it has subscribed to the appropriate insurance(s) under the Services provided.

The Customer shall make sure and guarantee that the End-user has also

subscribed to the appropriate insurance(s) under the Services provided.

ARTICLE 19: PUBLICITY

To the extent allowed by the applicable law under Article 20 of the GTC, the Customer expressly agrees and undertakes in advance to authorise hereby MALAHA BV to mention the Customer's business name and logo on the Website or through any other communication tool, in order to provide marketing content or advertisement for MALAHA BV.

To the extent allowed by the applicable law under Article 20 of the GTC, the Participant expressly agrees in advance that MALAHA BV is authorised to take pictures and/or videos under the Agreement and during the Services. These pictures and videos may be published on the Website or through any other communication tool, in order to provide marketing content or advertisement for MALAHA BV.

ARTICLE 20: APPLICABLE LAW

The existence, validity, construction, interpretation, performance and termination of the GTC and the Agreement shall be governed in accordance with Dutch law.

ARTICLE 21: DISPUTE

To the extent allowed by the applicable law under Article 20 of the GTC, any disputes in connection with or arising out of the Agreement or the GTC that cannot be settled amicably shall be heard and any actions exclusively brought to the competent court having jurisdiction over MALAHA BV's registered office at the time of the dispute.

ARTICLE 22: CONTACT

MALAHA BV is registered with the Trade register ("Kamer Van Koophandel") under number 72096519 and has the VAT number NL858984489B01.

MALAHA BV can be contacted at info@yoganida.com.

ARTICLE 23: GENERAL PROVISIONS

In case any provision of the Agreement or the GTC is declared or become void or invalid, in whole or in part, whatever the reason, this shall not affect the remainder of such provision and the other provisions of the Agreement or the GTC, which will remain in full force.

In case of translation of the GTC, the translated version will only serve an informative purpose and will bear no legal value. Consequently, the present English version remains the reference version and shall always prevail if a discrepancy arises with a translated version.

In case of discrepancy with the Code of Conduct, the GTC shall prevail.

The GTC or the Agreement can only be amended with the preliminary written consent of MALAHA BV.
